							USCA11Q0	0 <b>022 - Page</b> 1 of 9
REQUEST FOR (THIS IS NOT A	QUOTATION ORDER)	N						
1. REQUEST NO. 2. DATE ISSUED			SUED	3. REQUISITION/PURCHASE REQUEST NO.			4. CERT, FOR NAT, DEF.	RATING
USCA11Q0022		11/30/2010	)	REQ ITSD11000	6		UNDER BDSA REG. 2 AND/OR DMS REG. 1	
5a. ISSUED BY Procurement Management Administrative Office of the One Columbus Circle, N. Sulte 3-250 Washington, DC 20544-0 Larry Postell, 202-502-13	ne United States Cou E. 001	rts					6. DELIVER BY (date) See Line Items.  7. DELIVERY FOB DESTINATION	(See Scriedule)
	5b. FOF	NFORMA	TION CALL (N	O COLLECT CALL			9. DESTIN	
NAME Larry Postell			AREA CODE 202	EPHONE NUM NUMBER 502-1394 Ext.:		AO Information and Technolog Administrative Office of the U One Columbus Circle, N.E. Suite 3-230	**	
10. PLEASE FURNISH ISSUING OFFICE BEFORE CLOSE	IN BLOCK 5a Of	I OR	please so indic pay any costs Supplies are c	cate on this form a	nd return it to the reparation of th inless otherwise	e address in Biock le submission of t indicated by quot	rnished are not officers. If yo 5a. This request does not con his quotation or to contract fer. Any representations and/or	mmit the Government to for supplies or service.
		11. S	CHEDULE (	Include applica	able Federal,	State and loca	al taxes)	
CLIN NO. (a)See /	SUF	(b)	SERVICES		(2) (6) 1,000000	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	of Performance: 1		to 11/30/2011		((000000			

a. 10 CALENDAR DAYS (%) b. 20 CALENDAR DAYS (%) c. 30 CALENDAR DAYS (%)

12. DISCOUNT FOR PROMPT PAYMENT

NOTE: Additional provisions and representations [] are [X] are not attached.

13. NAME AND ADDRESS OF QUOTER

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

2. NAME (Type or print)

16. SIGNER

2. NAME (Type or print)

2. COUNTY

2. STATE [f. ZIP CODE c. TITLE (Type or print)

3. NAME (Type or print)

4. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

2. NAME (Type or print)

3. NAME (Type or print)

4. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

2. NAME (Type or print)

3. NAME (Type or print)

4. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

2. NAME (Type or print)

3. NAME (Type or print)

4. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

# Descriptions/Specifications/Statement of Work

C-4 Contract Type
It is contemplated that a purchase order will be awarded on a firm fixed-price basis for Iridium Satellite Phone products and services and the terms and conditions specified under this RFQ will apply to the awarded order.
Applicable Clauses
B-5 Clauses Incorporated by Reference OCT 2010
This procurement incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:
http://www.uscourts.gov/procurement.aspx.
(END)
F-1 Period of Performance
The period of performance of this delivery order will be a base year with (1) one-year option.
F-2 Cost of Transportation of Replacement
The Contractor shall bear the cost of transportation whenever a replacement is necessary, unless the replacement is required due to fault or negligence of the Government.
F-3 Delivery of Products
All products ordered under this Delivery Order shall be delivered within thirty (30) days of the receipt of the de livery order to the inside location designated by the Contracting Officer.
F-4 Product Shipping Costs
The offeror shall include the cost of shipping in the pricing provided for each product in Attachment 1.
G-1 Invoice Follow-ups
All follow-up invoices shall be marked "Duplicate Original." Contractor questions
regarding payment information or check identification shall be directed to the address and point of contact identified in the ordering document.
H-1 Price Reduction
If, at any time after the date of award, the Contractor reduces its commercial list price for any item or service covered by the contract, the purchase order prices and discount structure shall be reduced accordingly to afford

the AOUSC the maximum discount. If at any time the prices are determined not to be more favorable in comparison to other open market sources and the Contractor does not offer price reductions to remain competitive and keep prices reasonable, the Contracting Officer reserves the right to terminate the delivery order in its entirety.

#### H-2 Product Discontinuation & Substitution

As products are discontinued by the Original Equipment Manufacturer, the Contractor shall notify the AOUSC. If sufficient quantity of the discontinued product is not available to complete this order, the Contractor shall offer a substitute product at the same price.

#### 1-15 Disclosure of Contractor Information to the Public

**AUG 2004** 

- (a) The judiciary reserves the right to disclose information provided by the contractor, in response to a request by a member of the general public. Upon receipt of a written request, the judiciary will disclose information which would constitute public records in an agency covered by the Freedom of Information Act. In the event the requested information consists of or includes commercial or financial information, including unit prices, the contractor shall be notified of the request and provided with an opportunity to comment.
- (b) The contractor will thereafter be notified as to whether the information requested will be released. The contractor understands and agrees that unit and/or aggregate prices contained in the contract may be subject to disclosure without consent.

(END)

## 2-90C Option to Extend Services

JAN 2003

The judiciary may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The contracting officer may exercise the option by written notice to the contractor within 15 calendar days prior to the then current expiration date of this contract.

(END)

## 2-90D Option to Extend the Term of the Contract

**JAN 2003** 

- (a) The judiciary may extend the term of this contract by written notice to the contractor within 15 calendar days prior to the then current expiration date of this contract; provided that the judiciary gives the contractor a preliminary written notice of its intent to extend at least 15 calendar days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the judiciary to an extension.
- (b) If the judiciary exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(END)

## 3-3 Provisions, Clauses, Terms and Conditions - Small Purchases

OCT 2010

- (a) The following provisions are incorporated by reference into the request for quotations (RFQ):
- (1) Provision 3-70, Determination of Responsibility (JAN 2003)
- (2) Provision 3-210, Protests (SEP 2010)
- (3) Provision, 7-60, Judiciary Furnished Property or Services (JAN 2003)
- (b) The contractor shall comply with the following clauses incorporated by reference:

- (1) Clause 1-15, Disclosure of Contractor Information to the Public (AUG 2004)
- (2) Clause 2-60, Stop Work Order (JAN 2010)
- (3) Clause 3-205, Protest After Award (JAN 2003)
- (4) Clause 7-20, Security Requirements (JAN 2010)
- (5) Clause 7-30, Public Use of the Name of the Federal Judiciary (JAN 2003)
- (6) Clause 7-35, Disclosure or Use of Information (APR 2010)
- (7) Clause 7-85, Examination of Records (JAN 2003)
- (8) Clause 7-125, Invoices (JAN 2010)
- (9) Clause 7-130, Interest (Prompt Payment) (JAN 2003)
- (10) Clause 7-135, Payments (JAN 2003) (Payment means acceptance by the inclusion of this clause.)
- (11) Clause 7-140, Discounts for Prompt Payment (JAN 2003)
- (12) Clause 7-150, Extras (JAN 2003)
- (13) Clause 7-185, Changes (JAN 2003)
- (14) Clause 7-200, Judiciary Delay of Work (JAN 2003) (Applies for products and fixed-price services.)
- (15) Clause 7-210, Payment for Emergency Closures (AUG 2004)
- (16) Clause 7-235, Disputes (JAN 2003)
- (c) The contractor shall comply with the following clauses, incorporated by reference, unless the circumstances do not apply:
- (1) Clause B-20, Computer Generated Forms (JAN 2003) (Applies when the contractor is required to submit data on standard or optional forms.)
- (2) Clause 6-60, Rights in Data General (SEP 2010) (Applies if data will be produced, furnished, or acquired under the purchase order.)
- (3) Clause 7-145, Government Purchase Card (JAN 2003) (Applies when the CO determines that the purchase card can be used to make payments.)
- (4) Clause 2-115, Terms for Commercial Advance Payment of Purchases (OCT 2006) (Applies if advance payment will be authorized)
- (5) Clause 2-115, Alt I (OCT 2006) (Applies if advance payment is authorized for photocopy equipment maintenance)
- (6) The following apply to Products only:
- a) Clause, 2-25A, Delivery Terms and Contractor's Responsibilities (JAN 2003) (Purchase order will specify whether delivery is expected at destination or origin.)
- b) Clause, 2-45, Packaging and Marking (JAN 2003) (Applies to fixed-price products or for a service involving furnishing of products.)
- c) Clause, 3-155, Walsh-Healey Public Contracts Act (JAN 2003) (Applies to product procurements over \$10,000 for manufacturing or furnishing products)
- (7) The following apply to Services only:
- a) Clause 1-1, Employment by the Government (JAN 2003)
- b) Clause 1-5, Conflict of Interest (JAN 2003)
- c) Clause 3-160, Service Contract Act of 1965, as amended (JAN 2003) (Applies if the purchase order amount is over \$2,500 and will require the use of service employees.)
- d) Clause 7-40, Judiciary-Contractor Relationship (JAN 2003) (Applies to services when not involving judiciary information technology funds.)
- e) Clause 7-65, Protection of Judiciary Buildings, Equipment and Vegetation (JAN 2003) (Applies when services are performed at a judiciary installation.)

- f) Clause 7-205, Payment for Judiciary Holidays (JAN 2003) (Applies to time-and-materials or labor-hour procurements.)
- (d) Inspection/Acceptance. The contractor shall tender for acceptance only those products and/or services that conform to the requirements of this procurement. The judiciary reserves the right to inspect or test any products or services that have been tendered for acceptance. The judiciary may require repair or replacement of nonconforming products or re-performance of nonconforming services at no increase in contract price. The judiciary must exercise its post-acceptance rights:
- (1) within a reasonable period of time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (e) Excusable delays. The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the contracting officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the contracting officer of the cessation of such occurrence.
- (f) Termination for the judiciary's convenience. The judiciary reserves the right to terminate this procurement, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this procurement, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the contractor can demonstrate to the satisfaction of the judiciary, using its standard record keeping system, have resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the judiciary any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (g) Termination for cause. The judiciary may terminate this procurement, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the judiciary, upon request, with adequate assurances of future performance. In the event of termination for cause, the judiciary shall not be liable to the contractor for any amount for products or services not accepted, and the contractor shall be liable to the judiciary for any and all rights and remedies provided by law. If it is determined that the judiciary improperly terminated this procurement for default, such termination shall be deemed a termination for convenience.
- (h) Warranty. The contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this procurement.

(END)

3-300 Central Contractor Registration

JUL 2007

#### (a) Definitions.

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it may obtain one by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com. Vendors located outside the United States should contact the local Dun and Bradstreet office to request a DUNS number.
- (d) If the Offeror does not become registered in the CCR database within the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) Change of Name and Novation Agreements:
- (1) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (i) change the name in the CCR database; (ii) comply with the requirements of Paragraph 7.8.10 of the JP3; and (iii) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (2) If the Contractor fails to comply with the requirements of paragraph (g)(1) of this clause, or fails to perform the agreement at paragraph (g)(1)(iii) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (h) Assignment of Claims. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than the Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (i) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

JUL 2007

- Payment by Electronic Funds Transfer-Central Contractor Registration
- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice shall be deemed not to be a proper invoice.
- (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
- (i) Making a correct payment; and
- (ii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to JP3 Subpart 7.7.7, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (g) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (h) Payment Information. The Administrative Office of the U.S. Courts will not provide EFT payment information. Payment information may be obtained by registering as a payee vendor with the United States Department of the Treasury. Registered vendors may retrieve and/or review check stub advice each time an EFT payment is received. The Treasury registration web site is:

#### http://www.fms.treas.gov/paid/PAIDfaq.asp

If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the check and any other payment information to the remittance address contained in the CCR data-

(END)

### 7-1 Contract Administration

JAN 2003

- (a) The contracting officer and contracting officer's technical representative for the contract will be the judiciary's primary points of contact during the performance of the contract. The contracting officer responsible for the administration of this contract will provide a cover letter providing the contracting officer's name, business address, e-mail address, and telephone number. Written communications from the contractor shall make reference to the contract number and shall be mailed to the address provided in the cover letter. Communications pertaining to contract administration matters will be addressed to the contracting officer.
- (b) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of this contract will require the maximum coordination between the judiciary and the contractor. All contract administration will be effected by the contracting officer except as may be re-delegated. In no event will any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the contractor and a person other than the contracting officer be effective or binding upon the judiciary. All such actions shall be formalized by a proper contractual document executed by the contracting officer.

(END)

7-5 Contracting Officer's Technical Representative

**JAN 2003** 

- (a) Upon award, a contracting officer's technical representative (COTR) may be appointed by the contracting officer. The COTR will be responsible for coordinating the technical aspects of this contract and inspecting products/services furnished hereunder; however, the COTR will not be authorized to change any terms and conditions of the resultant contract, including price.
- (b) The COTR, if appointed, may be assigned one or more of the following responsibilities:
- (1) monitoring the contractor's performance under the contract to ensure compliance with technical requirements of the contract;
- (2) notifying the contracting officer immediately if performance is not proceeding satisfactorily;
- (3) ensuring that changes in work under the contract are not initiated before written authorization or modification is issued by the contracting officer;
- (4) providing the contracting officer a written request and justification for changes;
- (5) providing interpretations relative to the meaning of technical specifications and technical advice relative to contracting officer's written approvals, and
- (6) providing general technical guidance to the contractor within the scope of the contract and without constituting a change to the contract.

(END)

#### L-1 Proposal Due Date

Proposals are due by 2:00 p.m., (local time) Monday December 6, 2010. Late proposals shall be handled in accordance with JP3 Provision 3-90 "Late Submissions, Modifications, and Withdrawals of Offers (JAN 2003)."

#### L-2 Proposal submissions

Proposals shall be submitted electronically in PDF format to larry postell@ao.uscourts.gov.

### L-3 Assumptions, Conditions, or Exceptions

Offerors shall include, all (if any) assumptions, conditions, or exceptions with any of the terms and/or conditions of this statement of work or solicitation. If no exceptions are noted, the offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the judiciary to seek out and identify assumptions, conditions, or exceptions contained in an offeror's proposal.

#### **Evaluation of Quotes**

#### M-1 Award

Award will be made to the technically acceptable, low-price offeror. To be determined technically acceptable, a proposal shall comply with all the requirements in this RFQ. In addition, award may be made on initial proposal submission or after clarifications and/or negotiations are held with offerors the AOUSC determines have a reasonable chance of winning award. Proposals which are deemed technically unacceptable will not be considered for award.

## **Quote For Iridium Phones**

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### **Quote For Iridium Phones**

S). Ability to increase quantity of additional Iridium 9555 phones or			
equivalent during the life of the contract.		EA	
2230 OmAh High Cap.			
Battery			
100-240VAC International Travel Charger			
Antenna Adapter			
Portable Auxiliary Antenna			
DC Cigarette Lighter Adapter			
Leather Case			
Earphone Earphone			
User Manual			
7). Activation fee for additional 30 Phones	30	EA	
20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	30	EA	
8). Airtime/Subscription Fee 12 Months	30	EA.	
9). Monthly AirTime (5 minutes per phone per month			
Increase Quantity Total			
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10. Technology Refreshment & Replacement	\$		
Note: As technology is constantly changing, the conractor in a time manner shall			
propose new products to be added to the contract to replace equipment that may			
have become obsolete.			
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